



APPLICATION FOR REVIEW OF TRAFFIC CONTROL PLAN

Date: _____

Project Name: _____

Location of Project: _____

Name of Applicant: _____

Address: _____

Phone: _____ Fax: _____

Basic Review Fee: \$300.00 Three (3) sets of signage plans are required for submittal

(The basic review fee covers the initial review and, if revisions are necessary, the second review. Additional fees may be charged if a third review is necessary).

Please submit three (3) copies of the signage plan, the application, review fees, and the original, executed Agreement for Enforcement of Uniform Traffic Code on Private Property.

When the plans are approved by our engineer, the original agreement will be forwarded to Public Safety along with a copy of the approved traffic plan.

We will return one set of approved plans to you with a letter authorizing the sign installation (if the signs are not already in place). When all the signs are installed, contact Sgt. Harrison of Public Safety. Public Safety will inspect the location and/or proper installation of the signs based on the approved plans.

Once Public Safety approves the sign placement, they will prepare a board request for private road enforcement and have the agreement signed by the township supervisor and clerk. Once this is accomplished, Public Safety will have the authority to enforce traffic codes in your development.

If you have any questions, please contact Melanie Sherwood, Public Works Division, 734/394-5144.

AGREEMENT FOR ENFORCEMENT OF
UNIFORM TRAFFIC CODE ON PRIVATE PROPERTY

THIS AGREEMENT, made this _____ day of _____, 20__, by and between CHARTER TOWNSHIP OF CANTON, A MUNICIPAL CORPORATION, OF 1150 South Canton Center Road, Canton, Michigan (hereinafter “Township”), and _____
_____ (hereinafter “Person”)

WHEREAS, P.A. 62 of 1956, being MCL Section 257.951; MSA Section 9.2651, as amended, authorizes townships to enforce provisions of the Uniform Traffic Code on a private road or parking lot with the consent of, or at the request of, a person who is in charge of a private road or parking lot;

WHEREAS, “Person” represents and warrants to “Township” that it is the owner and/or legally in charge of property commonly known as _____ Canton Township, Michigan, hereinafter referred to as the “Property” and more particularly described as follows:
(Property legal description)

See Exhibit A attached.

WHEREAS, Person has requested Township to enforce, and consents to enforcement of, the Township’s traffic ordinance and/or traffic laws on and about the Property, including enforcement of the Canton Township Traffic Ordinance, the Uniform Traffic Code, or any other traffic law of code which is, or may be, adopted as a municipal ordinance by “Township”.

WHEREAS, “Person” has represented that it has legal authority to enter into this Agreement.

WHEREAS, “Township” is willing to enforce its traffic ordinance, the Uniform Traffic Code, or any other duly adopted traffic ordinance at “Person’s” request on the terms and conditions set forth herein:

NOW THEREFORE, in consideration of the representations, mutual promises, and covenant set forth herein, “Township” and “Person” agree as follows:

1. “Township” is hereby granted the right and authority to enter upon the “Property” for

the "Property" for the purposes set forth in this agreement.

2. Township agrees to promptly notify the Canton Township Public Safety Department that the Property is now included in the areas of the Township which are subject to enforcement of the provisions of the Uniform Traffic Code or other traffic laws which are now, or in the future may be, duly adopted as a municipal ordinance by Township,
3. and from the date hereof Canton Township Public Safety Department shall be entitled to enforce the provisions of such ordinances or laws on the Property in the same manner as on public roads in the Township. But this shall not require the Canton Township Police to do so nor shall the Township or its Public Safety Department have any liability for failure to do so.
4. Person agrees to furnish any necessary evidence or testimony concerning its authority over the Property on behalf of Township in any court proceeding in which that issue may arise, and Person shall promptly notify Township of any change which results in loss of its authority over the Property.
5. This agreement may be terminated at any time upon mailing of a written notice of termination to the other party by certified mail; will continue to provide the evidence or testimony required under paragraph 3 as to any outstanding citation.
6. Person agrees to provide at his or her sole expense, a traffic engineering study of the property verifying that all of the traffic control devices included, placed or positioned on or about the property comply with the Uniform Manual of Traffic Control Devices. Person further agrees to pay for the cost of installation of any traffic signs or devices required in order to come into compliance with the Uniform Manual of Traffic Control Devices. The above described traffic engineer verification shall be submitted to the Director of the Department of Public Safety prior to this agreement being presented to the Township Board for ratification. Additionally, person shall be responsible for maintenance, repair and/or replacement of any signs or devices required by the Uniform Manual of Traffic Control Devices at Persons sole cost and expense. Additionally, if Person requests installation or replacement of any signs or devices by Township, and Township completes the installation or replacement of signs or devices, Person shall promptly reimburse Township for the full amount within 30 days of a request for payment by Township. Should Person fail to pay the amount within 30 days, Township shall have the right to recover these charges through a property tax assessment on the Property.
7. Person shall not alter, change or remove any traffic control signs or traffic control devices after the above described verification without a specific written consent and authorization of the Department of Public Safety.

IN WITNESS WHEREOF the parties have signed this Agreement and the provision herein shall be enforceable on the date above written.

